

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
GLOBAL PLUS 3 CONTRACTS (MC2016-152)
NEGOTIATED SERVICE AGREEMENTS

Docket No. CP2017-258

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION SIX TO A GLOBAL PLUS 3
NEGOTIATED SERVICE AGREEMENT**
(January 22, 2020)

In Order No. 4866, the Postal Regulatory Commission (Commission) directed that should a negotiated service agreement “permit modification, the Postal Service may file a Notice including a signed modification extending the contract,” and that “[s]uch notices must be filed no later than seven days prior to the contract’s expiration date.”¹

The agreement that is the subject of this docket (Agreement) is scheduled to expire on January 31, 2020.² Attached to this notice is Modification Six, which the customer and the Postal Service have executed. The modification revises Articles 8, 12, and 18 of the Agreement, extending the Agreement until February 29, 2020.

A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby

¹ PRC Order No. 4866, Order Approving Modifications and Providing Guidance Regarding Extending Negotiated Service Agreements, Docket Nos. CP2017-253, CP2017-259, CP2017-306, and CP2018-4, October 30, 2018, at 4.

² PRC Order No. 5196, Order Approving Modifications to International Negotiated Service Agreements, Docket No. CP2017-258, August 15, 2019.

incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated August 15, 2018, in this docket.³

Therefore, the Postal Service respectfully requests that the Commission continue to list the Agreement that is the subject of this docket in the Mail Classification Schedule through February 29, 2020.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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³ Notice of the United States Postal Service of Filing Modification Two to a Global Plus 3 Negotiated Service Agreement, Docket No. CP2017-258, August 15, 2018, Attachment 3.

**MODIFICATION SIX TO THE
GLOBAL PLUS SERVICE AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND [REDACTED]**

This Modification amends the Global Plus Service Agreement ("Agreement") between [REDACTED] ("Contractholder"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Contractholder on July 24, 2017, and by the USPS on July 31, 2017, as amended by Modification One, signed by the Contractholder and by the USPS on August 28, 2017, as amended by Modification Two, signed by the Contractholder on August 13, 2018, and by the USPS on August 14, 2018, as amended by Modification Three, signed by the Contractholder on March 12, 2019, and by the USPS on March 18, 2019, as amended by Modification Four, signed by the Contractholder on August 12, 2019, and by the USPS on August 13, 2019, and as amended by Modification Five, signed by the Contractholder and by the USPS on September 12, 2019. The Contractholder and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following changes to the Agreement.

First, Article 8(6) is replaced with the following:

(6) Acknowledging that the United States expressed its unequivocal intention to rescind its notice of withdrawal from the Universal Postal Union by 11:59 p.m. on September 30, 2019, from February 1, 2020 to the expiration of this Agreement, (a) For PME/PMI, the Mailer will pay postage according to Annex 6; (b) For CeP, the Mailer will pay postage according to Annex 7; (c) For IPA and ISAL, the Mailer will pay postage according to Annex 9.

Second, Article 12(1A)(d) is replaced with the following:

(d) Acknowledging that the United States expressed its unequivocal intention to rescind its notice of withdrawal from the Universal Postal Union by 11:59 p.m. on September 30, 2019, from February 1, 2020 to the expiration of this Agreement, to pay postage to the USPS for Qualifying Mail in accordance with prices for Priority Mail Express International Qualifying Mail and Priority Mail International Qualifying Mail based on this Agreement in accordance with Annexes 10 and 11.

Third, Article 18 is replaced with the following:

18. Term of the Agreement. (1) The USPS will notify the Contractholder of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. This Agreement shall remain in effect until 11:59 p.m. on February 29, 2020, subject to the Postage Prices set forth in Article 8 and Article 12, unless the Agreement is terminated sooner pursuant to Article 19, Article 31, or Article 42. (2) The USPS shall have no obligation to notify the Contractholder of the status of the approval process or of potential fulfillment of the approval process. (3) The Contractholder acknowledges that this Agreement is subject to regulatory oversight and such oversight might affect the Effective Date. (4) At the discretion of the USPS and subject to Article 35 Conditions Precedent, as well as official notification by the USPS to the Postal Regulatory Commission at least seven (7) days prior to the expiration date of this Agreement, the USPS may, prior to the expiration of this Agreement, provide notice to the Contractholder in accordance with Article 33 that this Agreement has been extended for up to an additional three (3) months, with the option for the USPS to extend this Agreement for a second additional three (3) months, and the USPS reserves the right to adjust the duration of such extension, depending on the effective date, if any, of a successor agreement with the Contractholder.

Fourth, Article 35 is replaced with the following:

35. Conditions Precedent (1) The Parties acknowledge and understand that all obligations of the USPS under this Agreement, including the prices in the Annexes, shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that the Agreement might not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. (2) In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Contractholder prior to

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the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

All other terms and conditions of the Agreement shall remain in force.

The USPS will notify the Contractholder of the Effective Date of this Modification as soon as possible within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Contractholder prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Contractholder acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-258). The Contractholder authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Contractholder further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Contractholder has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found in part 3007 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:

Name:

Title:

Date

Donald W Ross

Director International Sales

1-21-2020

ON BEHALF OF

Signature:

Name:

Title:

Date:

1/21/20

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Annex Number	Contractholder as	Annex Title	Dates in Effect					
			From August 20, 2017 to 11:59 p.m. on the day prior to the Modification Two Effective Date	From the Modification Two Effective Date to 11:59 p.m. on January 19, 2019	From January 20, 2019 to 11:59 p.m. on September 30, 2019	If the United States expresses its unequivocal intention to rescind its notice of withdrawal from the Universal Postal Union by 11:59 p.m. on September 30, 2019, from 11:59 p.m. on September 30, 2019 to 11:59 p.m. on January 31, 2020	If the United States does not express its unequivocal intention to rescind its notice of withdrawal from the Universal Postal Union by 11:59 p.m. on September 30, 2019, from 11:59 p.m. on September 30, 2019 to 11:59 p.m. on December 31, 2019	From February 1, 2020 to 11:59 p.m. to the expiration of this Agreement
Annex 1	Mailer	Prices for PMEI and PMI Tendered at a USPS International Service Center	X	X				
Annex 2	Mailer	Prices for Commercial ePacket Service	X					
Annex 3	Mailer	Percentage Discounts for IPA and ISAL	X					
Annex 4	Reseller	Prices for PMEI and PMI Tendered Within Specific 3 Digit ZIP Codes	X	X				
Annex 5	Reseller	Prices for PMEI and PMI Tendered at Locations Other Than Those Specified in Annex 1 and Annex 4	X	X				
Annex 6	Mailer	Prices for PMEI and PMI Tendered at a USPS International Service Center			X	X		X
Annex 7	Mailer	Prices for Commercial ePacket Service		X	X	X		X
Annex 8	Mailer	Prices for IPA and ISAL		X				
Annex 9	Mailer	Prices for IPA and ISAL			X	X		X
Annex 10	Reseller	Prices for PMEI and PMI Tendered within Specific 3 Digit ZIP Codes			X	X		X
Annex 11	Reseller	Prices for PMEI and PMI Tendered at Locations other than those specified in Annex 6 and Annex 10			X	X		X
Annex 12	Mailer	Prices for PMEI and PMI Tendered at a USPS International Service Center					X	
Annex 13	Mailer	Prices for Commercial ePacket Service					X	
Annex 14	Mailer	Prices for IPA and ISAL					X	
Annex 15	Reseller	Prices for PMEI and PMI Tendered within Specific 3 Digit ZIP Codes					X	
Annex 16	Reseller	Prices for PMEI and PMI Tendered at Locations other than those specified in Annex 15					X	

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